

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

BARRY ARNAZ PUGH,)	
)	
Plaintiff,)	No.
)	
vs.)	
)	
STATE FARM FIRE & CASUALTY)	
COMPANY,)	
)	
Defendant.)	

NOTICE OF REMOVAL

COMES NOW, State Farm Fire and Casualty Company, Inc. ("State Farm"), named as a Defendant in the above styled action, and hereby files its Notice of Removal pursuant to 28 U.S.C. § 1441 and § 1446. State Farm would show to the Court the following:

1. On January 10, 2007, Plaintiff Barry Arnaz Pugh filed a lawsuit in the Chancery Court of Tennessee for the Thirtieth Judicial District at Memphis, Shelby County, Tennessee against State Farm styled as Barry Arnaz Pugh v. State Farm Fire & Casualty Company, No. CH-07-0071, Division 2.

2. Defendant State Farm received a copy of the Complaint on January 23, 2007. As the Complaint was served on January 23, 2007, this Notice of Removal is timely under 28 U.S.C. § 1446(b).

3. A copy of Plaintiff's Complaint and the return of service are attached to this Notice as collective Exhibit "A". No other process, pleadings, or orders have been filed in this case.

4. Plaintiff Barry Arnaz Pugh has alleged that he is an adult resident citizen of the state of Tennessee. (*See* Complaint, ¶ I). Defendant State Farm is a corporation organized and existing under the laws of the State of Illinois with its principal place of business in Bloomington, Illinois.

5. The present civil action involves Plaintiff's claims under a homeowner's insurance policy. Plaintiff alleges claims for breach of contract and bad faith violation of Tenn. Code Ann. § 56-7-105. Plaintiff seeks compensatory damages of \$116,575.50, plus bad faith damages, and damages pursuant to the Tennessee Consumer Protection Act. (*See* Complaint, ¶¶ X-XV).

6. This Court has original jurisdiction over Plaintiff's action under the provisions of 28 U.S.C. § 1332. Specifically, the Complaint alleges claims between citizens of different states with an amount in controversy in excess of \$75,000.00, exclusive of interest and costs. Removal is authorized by 28 U.S.C. § 1441(a).

7. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be promptly given to all adverse parties and notice of filing this Notice of Removal will promptly be filed in the Chancery Court of Tennessee for the Thirtieth Judicial District at Memphis, Shelby County, Tennessee.

WHEREFORE, premises considered, Defendant State Farm Fire and Casualty Company, Inc. prays that the above described civil action be removed from the Chancery Court of Tennessee for the Thirtieth Judicial District to the United States District Court for the Western District of Tennessee, Western Division.

This 15th day of February, 2007.

Respectfully submitted,

s/Antonio L. Matthews

George T. Lewis, III (#7018)

blewis@bakerdonelson.com

Antonio L. Matthews (#018107)

amatthews@bakerdonelson.com

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

165 Madison Avenue

2000 First Tennessee Building

Memphis, Tennessee 38103

(901) 526-2000

Attorneys for Defendant

State Farm Fire and Casualty Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document has been served upon David N. Arnold, 6263 Poplar Avenue, Suite 1132, Memphis, Tennessee 38119 via regular first class U.S. Mail, postage pre-paid, this 15th day of February, 2007.

s/Antonio L. Matthews